



December 12, 2005

Nelson Telephone Cooperative, Inc.  
318 3rd Avenue West  
P.O. Box 228  
Durand WI 54736-0228  
Attn: Christy Berger

Dear Ms. Berger:

Airadigm Communications and its Affiliates (collectively, "AIRADIGM"), with its principal offices at 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Nelson Telephone Cooperative, Inc. ("NELSON") and Alltel Communications, Inc. ("ALLTEL") dated March 10, 2005, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1421 on November 2, 2005 ("Agreement"). This letter shall confirm that AIRADIGM has a copy of the Agreement.

By AIRADIGM's countersignature on this letter, AIRADIGM hereby agrees to the following:

1. Except as set forth below, AIRADIGM adopts the Agreement for interconnection with NELSON, and, in applying the terms and conditions of the Agreement, agrees that "AIRADIGM" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. AIRADIGM requests that notice to AIRADIGM, as may be required under this Agreement, shall be provided as follows:

To AIRADIGM:

Maynard Bevers  
Airadigm Communications  
2301 Kelbe Drive  
P.O. Box 206  
Little Chute, WI 54140-0206

With copy to:

Airadigm Communications  
2301 Kelbe Drive  
P.O. Box 206  
Little Chute, WI 54140-0206

3. AIRADIGM represents and warrants that it is a Wisconsin limited liability company licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.
4. AIRADIGM's adoption of the ALLTEL Agreement shall become effective on March 10, 2005 upon NELSON's filing of this letter with the Commission and shall terminate pursuant to the ALLTEL Agreement.
5. In Section 3.3 the OCN for AIRADIGM shall be changed to 7642.
6. The Parties agree that AIRADIGM may route traffic indirectly to NELSON in accordance with Section 4.4 of the Agreement.
7. The following shall be added as Section 5.7:  
5.7 Reverse Toll Billing. NELSON agrees to treat all Subject Traffic originating in the NELSON Mandatory Local Calling Scope terminating to AIRADIGM as a seven (7) digit call if technically feasible. NELSON will bill AIRADIGM at a rate of \$.0250 per minute of use for such traffic. This rate represents the net rate per minute for originating long distance service due NELSON, less the Reciprocal Compensation rate per minute due AIRADIGM for terminating the traffic. No additional compensation is due either Party for such traffic.
8. In Section 15.10.1 the AIRADIGM 24 hour contact number shall be changed to 920-687-2111.
9. Appendix B, Section IV, The InterMTA Traffic Factors shall be changed as follows:

Mobil-to-Land Traffic ✓			
Subject Traffic			100.0%
InterMTA			0.0%
Intrastate	0.0%		
Interstate	0.0%		
Land-to Mobil-Traffic			
Subject Traffic			100.0%
10. Appendix A the Shared Facilities Factor shall be:

Mobile-to-Land Telecommunications Traffic	50.0%
Land-to-Mobile Telecommunications Traffic	50.0%
12. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

13. Appendix B Section VI shall be replaced with the following:


**VI. Reciprocal Compensation-Net Billing**

Each month during the term of this Agreement NELSON will bill AIRADIGM the net amount of terminating compensation due to NELSON based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by AIRADIGM to NELSON, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by NELSON to AIRADIGM, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due NELSON. Mobile-to-land minutes of use will be based on actual minutes of use delivered by AIRADIGM for termination by NELSON as measured by NELSON. Land-to-mobile minutes of use will be based on actual minutes of use originated by NELSON for termination by AIRADIGM as measured by NELSON. If NELSON cannot measure the originating minutes of use terminated to AIRADIGM, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by AIRADIGM for termination by NELSON by the mobile-to-land factor of 98% and multiplying the results by the land-to-mobile factor of 2%.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

Please indicate NELSON's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Maynard Bevers at Airadigm Communications, 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206

Sincerely,

  
\_\_\_\_\_  
Airadigm Communications

Name: John Altamura

Title: President

AGREED and ACCEPTED this 16<sup>th</sup> January 2006.  
day of ~~December 2005.~~  
Nelson Telephone Cooperative, Inc.

By:   
\_\_\_\_\_

Name: Christy Berger

Title: General Manager